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STATE EMPLOYMENT
RELATIONS BOARD

AGREEMENT

2009 MAY 11 P 2:08

Between

ASHTABULA TOWNSHIP BOARD OF TRUSTEES

And

**INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
LOCAL #2710**

**Effective
May 1, 2009 thru April 30, 2012**

UNION CONTRACT DIRECTORY

1. Article 1 – Purpose	Page 3
2. Article 2 – Union Recognition	Page 3
3. Article 3 – Union Business	Page 4
4. Article 4 – Dues Deductions	Page 4-5
5. Article 5 – Management Rights	Page 5-6
6. Article 6 – Non-discrimination	Page 6
7. Article 7 – Prohibition of Strikes	Page 6
8. Article 8 – Probationary Period	Page 7
9. Article 9 – Seniority	Page 7
10. Article 10 – Layoff Recall	Page 8
11. Article 11 – Discipline	Page 9-10
12. Article 12 – Grievance Procedure	Page 10-11-12
13. Article 13 – Arbitration Procedure	Page 12-13
14. Article 14 – Personnel Files	Page 13
15. Article 15 – Working Hours	Page 14
16. Article 16 – Wages and Overtime	Page 14-15-16
17. Article 17 – Call Backs	Page 16-17
18. Article 18 – Hospitalization Insurance	Page 17
19. Article 19 – Insurance, Operator’s Liability, Malpractice	Page 18
20. Article 20 – Vacations	Page 18-19
21. Article 21 – Holidays	Page 19-20-21
22. Article 22 – Trade Time	Page 21
23. Article 23 – Sick Leave	Page 21-22
24. Article 24 – On Duty Injury Leave	Page 23
25. Article 25 – Light Duty Assignment	Page 23-24
26. Article 26 – Leave of Absence Without Pay	Page 24-25
27. Article 27 – Bereavement Leave	Page 25
28. Article 28 – Vacancy, Promotion and Transfer	Page 25-26
29. Article 29 – Labor/Management Committee	Page 27
30. Article 30 – Health and Safety	Page 27-28
31. Article 31 – Uniforms	Page 28
32. Article 32 – Training	Page 29
33. Article 33 – Manpower Levels	Page 29
34. Article 34 – Prevailing Rights	Page 29
35. Article 35 – Rules & Regulations and Policies & Procedures	Page 30
36. Article 36 – Savings Clause	Page 30
37. Article 37 – Successor Agreement	Page 31
38. Article 38 – Duration of Agreement	Page 31
39. Signature Page	Page 32

ARTICLE 1
Purpose

Section 1. This Agreement, entered into by the Ashtabula Township Board of Trustees, hereinafter referred to as the “**EMPLOYER**”, and the International Association of Fire Fighters, Local #2710, hereinafter referred to as the “**UNION**”, has as its purpose the following:

- a. To comply with the requirements of Chapter 4117 of the Ohio Revised Code; and
- b. To set forth the full and complete understandings and agreements between the parties governing:
 1. Wages
 2. Hours
 3. Terms, and other conditions of employment

Section 2. Those employees affected by these provisions are those full-time employees included in the bargaining unit as defined within this Agreement.

ARTICLE 2
Union Recognition

Section 1. The Employer recognizes the Union as the sole and exclusive representative for those employees of the Employer in the bargaining unit. Whenever used in this Agreement, the term “Bargaining Unit” shall be deemed to include those full-time employees employed in the following positions:

- A. Captain
- B. Lieutenant
- C. Fire Prevention Specialist
- D. Fire Fighter

Section 2. All positions and classifications not specifically established herein as being included in the aforementioned bargaining unit shall be excluded from said bargaining unit, including the position of Fire Chief and Assistant Fire Chief.

Section 3. If a new position is created within the department, the Employer shall determine whether the new position will be included, or excluded from the bargaining unit. If the Union disputes the Employer’s determination of bargaining unit status, the parties shall meet in an attempt to resolve their disagreement. If the parties agree on the determination, the position(s) shall be implemented as agreed by the Employer and the Union. If the parties do not agree, the parties shall jointly submit a request for determination to the State Employment Relations Board.

ARTICLE 3
Union Business

Section 1. Local #2710 shall be entitled to two hundred eighty-eight hours (288 hrs) per year as time off for the performance of necessary union functions. Such functions may include but not limited to: attendance at conventions, conferences, and seminars, without loss of pay or benefits; provided that said employee provides a qualified person to replace him during his absence, at no additional cost to the Employer. Said replacement shall be acceptable to the Fire Chief or Commanding Officer of the employee.

Section 2. Up to two (2) members of the contract negotiation team, per shift, shall be allowed time off for the purpose of attending all meetings which have been mutually set by the Union and the Employer. This shall be contingent upon the employee(s) providing a qualified person(s) to replace said negotiation team member during said absence, the expense of which shall be borne by the employee(s). Said replacement(s) shall be acceptable to the Fire Chief or Commanding Officer of the employee(s).

Section 3. It is hereby agreed that for the purpose of conducting Union business, Fire Station #1 may only be used by Local #2710 for Union meetings. It is understood that said meetings shall not be conducted in any other Ashtabula Township owned buildings, and said meeting shall be conducted in a businesslike and professional manner. Departmental operations shall take precedence.

Section 4. It is hereby agreed that for the purpose of conducting Union business, space shall be provided within Fire Station #1 for a bulletin board, desk, filing cabinet, computer and phone for the dissemination of Union information for members of the Union. The Fire Chief and the President of Local #2710 shall mutually agree to the location within the Fire Department.

Section 5. It is hereby agreed that for the purpose of conducting Union business, authorized representatives of the International Association of Fire Fighters shall have the right to visit Fire Station #1 for legitimate Union business. Such visits shall not disrupt the normal departmental operations.

ARTICLE 4
Dues Deductions

Section 1. The Employer shall deduct, without charge, from the pay of all members who authorize such deductions in writing, the monthly dues payable to the Union.

Section 2. Dues deductions shall be made in equal amounts in each pay period for which the employee receives wages.

Section 3. Employees desiring the dues deduction shall authorize it by completing an "AUTHORIZATION TO DEDUCT DUES FROM SALARY" form, which is available from office of the Ashtabula Township Clerk.

Section 4. Employees, who choose not to become members of the Union, shall pay a “FAIR SHARE FEE” to the Union. The fair share fee shall be deducted in the same manner as Union Dues are deducted. The amount of the fair share fee shall be equal to the monthly union dues deduction.

Section 5. The Union shall prescribe an internal procedure to determine a rebate, if any, for non-members, which conforms to Federal Law, provided a non-member makes a timely demand on the Union. The internal rebate procedure shall provide for a rebate of expenditures in support of partisan politics or ideological causes not germane to the work of the Union in the realm of collective bargaining.

Section 6. Absent arbitrary and capricious action, such determination is conclusive on the parties, except that a challenge to such determination may be filed with the State Employment Relation Board within thirty (30) days of the determination date specifying the arbitrary and capricious nature of the determination. The State Employment Relations Board shall review the rebate determination and decide whether it was arbitrary or capricious.

ARTICLE 5 Management Rights

Section 1. The Union recognizes the Board of Ashtabula Township Trustees and the Fire Chief, and the Assistant Fire Chief in the absence of the Fire Chief, as the authorized business agent for the Employer, and acknowledges that they possess the sole rights to operate the Ashtabula Township Fire Department, and that all management rights are reposed in them, subject only to applicable law and terms of this agreement.

Section 2. Management rights include, but are not limited to the following:

- a. to direct all operations of the Employer;
- b. to establish reasonable work rules and schedules of duties;
- c. to hire, promote, transfer, schedule and assign employees to positions within the Employer’s organization;
- d. to suspend, demote, discharge, or otherwise discipline employees;
- e. to maintain efficiency of the fire and rescue operations;
- f. to take whatever action is necessary to comply with Federal, State and Local laws;
- g. to introduce new and improved methods or facilities;
- h. to change existing methods or facilities;
- i. to determine the kinds and amounts of operational services to be performed, and the number and kinds of personnel classifications required to perform such services;
- j. to contract for goods and services;
- k. to determine methods, means and personnel by and through which operations are to be conducted;
- l. to take whatever action is necessary to carry out the functions of the Employer in situations of emergency;
- m. management or supervisory functions required for proper operations;
- n. to determine the overall mission of the Employer as a unit of government;
- o. to effectively manage the work force; and,
- p. to take actions to carry out the mission of the Employer as a government unit.

Section 3. The exercise of the Management Rights set forth in this article shall not preclude employees from raising grievances and seeking adjustments of grievances regarding terms and conditions of employment.

ARTICLE 6 Non-Discrimination

Section 1. The Employer agrees that it will not engage in discriminatory practices towards any employee for his legal activities on behalf of, or membership in the Union.

Section 2. The Employer and the Union agree not to engage in discriminatory practices against any person because of race, color, creed, religion, sex, national origin, or handicapped status.

Section 3. The Employer and the Union shall not discriminate against any employee because of his or her membership or non-membership in the Union.

Section 4. The full-time regular employees of the Fire Department shall have the right to become or refuse to become members of the Union and to participate in its activities upon completion of their probationary period.

ARTICLE 7 Prohibition of Strikes

Section 1. Neither the Union, nor any of its officers or members shall instigate, promote, encourage, sponsor, engage in or condone any strike, slowdown, concentered work stoppage, or any other intentional interruption of work during the term of this Agreement.

Section 2. Upon notification by the Employer to the Union that certain of its members are engaged in a violation of this article, the Union shall immediately issue:

- a. A written order directing such members to return to work;
- b. Shall provide the Employer with a copy of such order; and,
- c. Shall have a responsible official of the Union publicly order such members to return to work.

Section 3. In the event of a strike or other violation not authorized by the Union, the Union shall take all reasonable effective and affirmative action to ensure that members return to work as promptly as possible.

Section 4. The failure of the Union to issue the orders or take the action required herein shall be considered in determining whether or not the Union caused or authorized the strike.

Section 5. The Employer will not lock out any member during the period this Agreement remains in effect, as the result of any disagreement with the Union or its members. Nothing herein is intended to limit the Employer's right to take necessary steps during the course of this Agreement to prevent a clear and present danger to public health or safety from arising or continuing.

ARTICLE 8
Probationary Period

Section 1. Every new full-time employee will be required to successfully complete a probationary period. The probationary period for new full-time employees shall begin on the first (1st) days for which the employee receives compensation from the Employer and continues for a period of time, according to the following schedule:

New Hires with Paramedic and 240 hours certified training	12 months
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During this new hire probationary period, a performance review will be conducted after six (6) months from date of hire; after one (1) year from date of hire; and/or, within forty-five (45) days before the completion of the probationary period. A newly hired probationary full-time employee may be terminated during his probationary period and shall have no appeal of such removal.

Section 2. A newly promoted full-time employee will be required to successfully complete a probationary period in his newly appointed position. The probationary period for a newly promoted full-time employee shall begin on the effective date of promotion and continue for a period of three hundred sixty-five (365) calendar days. A newly promoted full-time employee will have a performance review conducted within six (6) months of his appointment of the promoted rank. A newly promoted full-time employee who evidences unsatisfactory performance shall be returned to his former position any time during his probationary period. Such unsatisfactory performance shall be documented in writing and a copy given to the employee.

ARTICLE 9
Seniority

Section 1. Seniority shall be computed based on uninterrupted length of continuous service with the Employer. A termination of employment lasting less than thirty-one (31) days shall not constitute a break in continuous service. Once the continuous service is broken, unless the employee is reinstated, the employee loses all previously accumulated seniority.

Section 2. An approved leave of absence does not constitute a break in continuous service, provided the employee follows the proper procedure for such leave and returns to active service immediately following the expiration of the approved leave.

Section 3. Employees laid off shall retain their seniority for a period of three (3) years from the date of layoff.

Section 4. In all matters wherein the Employer shall give consideration and evaluate two or more employees within a particular classification on a comparative basis, such as, but not limited to, job vacancies, vacation selection, holiday leave as described in this Agreement, said selection shall be awarded on the basis of seniority should all other factors in the evaluation process be considered equal.

ARTICLE 10
Layoff and Recall

Section 1. When the Employer determines that, a long term layoff or job abolishment is necessary, the Employer shall notify the affected employees at least thirty (30) calendar days in advance of the effective date of layoff or job abolishment. The Employer, upon request from the union, agrees to discuss, with representatives of the Union, the impact of the layoff on bargaining unit members.

Section 2. When the Employer determines layoffs will occur, layoffs of bargaining employees will be in order of seniority, beginning with the least senior and progressing to the most senior, up to the number of employees that are to be laid off. Before any bargaining unit members are laid off, the Employer, will first layoff all part- time fire fighters, before laying off bargaining unit members.

Section 3. When employees are laid off, the Employer shall create a recall list. The Employer shall recall employees from layoff as needed. The Employer shall recall such employees according to seniority, beginning with the most senior employee up to the number of employees to be recalled. An employee shall be eligible for recall for a period of three (3) years after the effective date of layoff. When the Employer recalls persons off the recall list, they shall be recalled to their previous position, but not necessarily to the shift on which they were working when laid off.

Section 4. No new employees shall be hired or promoted into positions from which members of the bargaining unit are on layoff until such time that all such eligible employees are recalled.

Section 5. Notice of recall from a long-term layoff shall be sent to the employee by certified or registered mail with a copy to the Union. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by registered mail, return receipt requested, to the last mailing address provided by the employee.

Section 6. In the case of a long term layoff, the recalled employee shall have five (5) calendar days following the date of the recall notice to notify the Employer of his intention to return to work, and shall have fourteen (14) calendar days following the receipt of the recall notice in which to report for duty, unless a different date for returning to work is otherwise specified in the notice. All mailings shall be by registered, return receipt requested, mail.

ARTICLE 11
Discipline

Section 1. No employee shall be disciplined, reduced in pay or position, suspended or removed except for just cause.

Section 2.

- A. Discipline will be applied a corrective, progressive and uniform manner.
- B. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of performance and conduct.
- C. Whenever the Employer and/or his designee determines that there may be cause for an employee to be disciplined (suspended, reduced or discharged), a pre-disciplinary hearing will be scheduled to give the employee the opportunity to offer an explanation of the misconduct. The pre-disciplinary hearing will be scheduled within fifteen (15) calendar days of the alleged misconduct. In the event the Employer cannot schedule said hearing in the time limits set in this paragraph, the Employer shall notify the Union and request the additional time needed. Said request for additional time shall not be unreasonably denied by the Union. The pre-disciplinary hearing procedure shall be as follows:
 - a. The employee shall be provided with a written notice advising him of the charges and the specifications of the charges against him. In addition, the notice will list the date, time, and location of the hearing. Such notice shall be given to the employee and the Union at least five (5) days before the hearing. The employee, with the Union's Approval, shall be allowed representation of his choice, the cost of which shall be borne by the employee. Time limits may be waived by mutual consent of the parties.
 - b. The hearing shall be conducted before a "neutral" administrator selected by the Employer, an administrator who is not involved in any of the events giving rise to the offense. During the course of the hearing, the employee may offer verbal or written statements from other persons pertaining to the charges.
 - c. Within five (5) calendar days after the hearing, the neutral hearing officer shall provide both the employee and the Union, and the Employer with a written statement affirming or disaffirming the charges, based on the evidence given at the hearing by the parties. The document will also give the reasons for the decision.

Section 3. An employee, receiving a notice of pre-disciplinary hearing may elect to waive such a hearing. To waive a pre-disciplinary hearing, the affected employee will sign a form waiving the hearing, witnessed by an official of the union and in the presence of the Fire Chief or his designee. All parties to the waiver shall sign the form along with the affected employee. An employee waiving the pre-disciplinary hearing shall also waive the grieving of any discipline imposed.

Section 4. Following the hearing, any employee receiving an order of suspension or dismissal, may appeal such order at Step 3 of the Grievance Procedure, within five (5) days of the receipt of the written decision.

Section 5. The Employer agrees all disciplinary procedures shall be carried out in private and in a businesslike manner.

Section 6. Records of disciplinary action shall cease to have force and effect, or be considered in future discipline matters under the following time frames:

Oral and written reprimands	12 months
Suspension of less than 3 days	18 months
Suspensions of 3 days or more	24 months

Providing that there have been no intervening disciplinary actions on the same matter taken during that time period.

Section 7. An employee may inspect his own personal "Personnel File" as set forth in this Agreement.

Section 8. As used in this article, "Days" shall mean calendar days, excluding Saturdays, Sundays, and Holidays as defined in this Agreement.

ARTICLE 12 Grievance Procedure

Section 1. Every employee, through the Union, shall have the right to present his grievance in accordance with the procedure provided herein. It is the intent and purpose of the parties to this Agreement that all grievances shall be settled, if possible, at the lowest step of this procedure.

Section 2. For the purposes of this procedure, the below listed terms are defined as follows:

- a. **GRIEVANCE:** A "grievance" shall be defined as a dispute or controversy arising from the misapplication or misinterpretation of the specific and express written provisions of this Agreement.
- b. **GREIVANT:** The "grievant" shall be defined as any employee, group of employee within the bargaining unit, or the Union.
- c. **PARTY IN INTEREST:** A "party in interest" shall be defined as any employee of the Employer named in the grievance is not the grievant.
- d. **DAYS:** A "day" as used in this procedure shall mean calendar days, excluding Saturday, Sundays, scheduled vacations, or Holidays as provided for in this Agreement.

Section 3. The following procedures shall apply to the administration of all grievances filed under this procedure.

- a. Except at Step 1, all grievances must contain the following:
 1. Aggrieved employee's name and signature
 2. Aggrieved employee's classification
 3. Date grievance was first discussed
 4. Date grievance is being filed in writing
 5. Name of supervisor with whom grievance was discussed

6. Where grievance occurred
 7. Description of incident giving rise to the grievance
 8. Articles and sections of the Agreement violated
 9. Resolution requested
- b. Except at Step 1, all decisions shall be rendered in writing at each step of the grievance procedure. Each decision shall be transmitted to the grievant and union representative.
 - c. If a grievance affects a group of employees working in different locations, with different principals, or associated with an employee-wide controversy, the grievance may initiated at Step 2.
 - d. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having said matter informally adjusted without intervention of the Union, provided that adjustment is non inconsistent with the terms of this Agreement. In the event that the grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the grievant and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon the Employer in future proceedings.
 - e. The time limits provided herein will be strictly adhered to and any grievance not timely filed initially or appealed within the specific time limits agreed to by the parties in this procedure, shall be deemed waived and void. The time specified for either party may be extended only by written mutual agreement.
 - f. This procedure shall not be used for the purpose of adding to, subtracting from, or altering in any way, any of the provisions of the Agreement.

Section 4. All grievances shall be administered in accordance with the following steps of the grievance procedure:

STEP 1 – ASSISTANT CHIEF: An employee who believes he may have a grievance shall notify the Assistant Chief of the possible grievance, within ten (10) days of the occurrence of the facts giving rise to the grievance, or within ten (10) days of the employee's first knowledge of the action or occurrence. The Assistant Chief will schedule an informal meeting with the employee and an IAFF representative within ten (10) days of the notice from the employee, at which time the issue in dispute will be discussed with the objective of resolving the matter informally.

If the parties are unable to resolve the issue informally at the time of the meeting between the Assistant Fire Chief, grievant and union official(s), the grievance shall be reduced to writing and forwarded to the next step on the grievance procedure.

STEP 2 – FIRE CHIEF: If the grievance is not resolved at Step 1 of the grievance procedure, a written appeal of the decision may be filed with the Chief within five (5) days of the Step 1 decision. Copies of the written decision shall be submitted with the appeal. The Chief shall convene a hearing within ten (10) days of the receipt of the appeal. The hearing shall be held with the grievant, an IAFF representative and any other party necessary to provide the required information for the rendering of a proper decision. The Chief shall issue a written decision to the grievant and the IAFF representative within ten (10) days from the date of the hearing. If the grievance is not resolved at the conclusion of this step, the grievance may proceed to Step 3 – Mediation.

STEP 3 – MEDIATION (OPTIONAL): If, after receiving the answer in Step Two, the employee remains aggrieved, the employee and/or the Union may, in writing, request that the matter be submitted to mediation with the Federal Mediation and Conciliation Service. This request shall be made within fifteen (15) working days from the receipt of the answer given at Step Two. The parties agree to participate in the mediation of the issues set forth in the grievance(s) at the first meeting date available to the mediator, but not later than thirty (3) days from the filing of the request for mediation. If the mediation process is not successful, or is not initiated, and the employee remains aggrieved, the employee or Union may proceed to Arbitration.

ARTICLE 13 Arbitration Process

Section 1. In the event a grievance is unresolved after being processed through all the steps in the Grievance Procedure, unless mutually waived, then within fourteen (14) days after the date of the rendering of the decision at Step 2 or the completion of the Mediation (Step 3), the Union may decide to submit the grievance to arbitration. Within this fourteen (14) day period, the parties (a representative of the Employer and a representative of the Union) will meet to attempt to mutually agree upon an arbitrator. If such agreement is not reached, the parties will promptly request from the Federal Mediation and Conciliation Service a list of seven (7) arbitrators, and the parties will choose one by the alternate strike method. The party moving will strike first.

Section 2. The arbitrator shall have no power or authority to add to, subtract from, or in any manner, alter the specific terms of the Agreement, or to make any award requiring the commission of any act prohibited by law, or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement. The arbitrator shall not establish any new or different wage rates not negotiated as part of this agreement. In cases of discharge or suspension, the arbitrator shall not have the authority to recommend modification of said discipline. In the event of a monetary award, the arbitrator shall limit any retroactive settlement to the date giving rise to the grievance.

Section 3. Either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitral, or beyond the arbitrator's jurisdiction may raise the question of arbitrability of a grievance. If either party raises the issue of arbitrability, the arbitrator shall hear all the evidence to support the question of arbitrability, and the arbitrator shall determine if the grievance is arbitral before hearing the alleged grievance on its merits. If the arbitrator rules that the grievance is arbitral, the same arbitrator shall hear the grievance on its merits.

Section 4. The hearing or hearings shall be conducted pursuant to the rules and regulations set forth by the Federal Mediation and Conciliation Service.

Section 5. The fees and expenses of the arbitrator and the cost of the hearing room, if any, shall be borne by the party-losing grievance. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party.

Section 6. An employee requested to appear at the arbitration hearing by either party shall attend without the necessity of subpoena and shall be compensated at his regular hourly rate of pay for all hours during which the employer requires his attendance. Any request made by either party for the attendance of witnesses shall be made in good faith, and at no time shall the number of employees in attendance exceed three (3) employees at once.

Section 7. The arbitrator's decision and award will be in writing and delivered to the parties, within thirty (30) days from the date the record is closed. The decision of the arbitrator shall be final and binding on the parties.

ARTICLE 14 Personnel Files

Section 1. It is recognized by the parties that the Employer may establish regulations for the custody, use and preservation of records, papers, books, documents, and property pertaining to the Employer or its employees. All employees shall have access to their own individual personnel file for review of documents contained in said personnel file.

1. Requests for review must be made to the Fire Chief or his designees.
2. All reviews shall be conducted on the premise of the Employer, with the Fire Chief in attendance during the said review.
3. All reviews shall be conducted during the Employer's normal business hours.
4. All employee reviews should not be disruptive to the Employer's operational needs.
5. An employee may provide written authorization for an individual, other than said employee, to be granted permission to review said employee's file in accordance with this Article.
6. Any non-employee of the Employer, reviewing a personnel file, must sign the jacket of the file giving the individual's name, date, and time of review, and duration of review.
7. Requests for copies of documentation in said files will be made following the Employer's practice of copying documents.

Section 2. Employee personnel files shall include but may not be limited to individual employment data, payroll information, work time schedules, records or additions or deductions paid, application forms, records pertaining to hiring, promotion, demotion, transfer, layoff and termination.

Section 3. Unless otherwise provided by law, personnel files and information shall be confidential and may not be used or divulged for purposes not connected with the Ashtabula Township Fire Department, except with the written consent of the employee affected.

Section 4. If a bargaining unit member has reason to believe there are inaccuracies in documents contained in the personnel file, the employee may write a memorandum or letter explaining the employee's position, and have the letter or memo attached to the document(s) in question.

Section 5. Nothing herein shall prevent the dissemination of impersonal statistical information

ARTICLE 15
Working Hours

Section 1. The standard work period for all bargaining unit members (except the fire prevention specialist) shall be twenty-six (26) consecutive days. Employees who are on the twenty-six day work period shall work an average of one hundred ninety-two (192) hours per work period. The normal workweek shall be an average of fifty-two (52) hours per week, using the three platoons, 24 hours on/48 hours off schedule. The Fire Prevention Specialist shall work forty (40) hours in a seven-day period. The Fire Chief shall determine such hours.

Section 2. It is agreed that there will be no reduction in pay should an employee be temporarily transferred from the above cited work schedules (Sections 1&2 above) to a lesser workweek by the Chief of the Department.

Section 3. It is agreed that changes in working hours shall not be used for the purpose of harassment.

Section 4 The day that an employee takes off during the work period, in order to maintain a fifty-two (52) hour work week, may not be covered by overtime call-in. The Fire Chief or his designees shall only determine the decision to call-in, or not call-in.

ARTICLE 16
Wages and Overtime

Section 1. Effective May 1, 2009, all full time employees, covered by this Agreement, shall be compensated at the following annual rate of pay:

	2009	2010*	2011*
Captain/Paramedic	\$57,713.37		
Lieutenant/Paramedic and Prevention Specialist/Paramedic	\$54,965.01		
Fire Fighter/Paramedic (after 2 years)	\$52,347.04		
Fire Fighter/Paramedic (after 1 year)	\$49,977.61		
Fire Fighter/EMT	\$49,755.82		
Fire Fighter/Paramedic (start)	\$38,701.07		

*Subject to the contract reopened

Effective May 1, 2009 and continuing for the duration of this agreement, there shall be a five percent (5%) rank differential between the ranks of Fire Fighter/Paramedic and Lieutenant/Paramedic, and between the ranks of Lieutenant/Paramedic and Captain. The position of Fire Prevention Specialist/Paramedic and Lieutenant/Paramedic shall maintain the same wage rate.

Section 2.

a. Effective May 1, 2009 and continuing for the term of this Agreement, all full-time active duty employees covered by this Agreement who are asked to perform the duties listed below, shall be compensated for said duties as follows:

Training Coordinator – Fire Fighting	\$1,800
Training Coordinator – EMS	\$1,800
Inspector	\$1,400
Investigator	\$1,400
County Haz-Mat Tech Team Member	\$1,400
(# of employees)	8

- b. Effective May 1, 2009, all full time employees that are temporary appointed to any of the above listed duties, shall have their pay prorated for the time said duty was performed.
- c. Effective May 1, 2009, all full time employees on Light Duty (as outlined in Article 25 of this contract), shall not receive additional compensation when asked to perform the duties listed above.
- d. Any current bargaining unit member who is receiving additional compensation for a duty list above and such compensation is greater than the amount listed, shall continue to receive his current compensation, until the new compensation is greater than the amount currently being received..

Section 3. Effective May 1, 2009, all full-time employees covered by this Agreement, shall receive longevity pay based on years of full-time service with the Employer at the following rate of pay:

\$70.00 per year, after five (5) years of service

Section 4. Employees shall be compensated bi-weekly, with one (1) year equal to twenty-six (26) bi-weekly pay periods. Payday shall be every other Thursday, and the Fire Chief (or his designee) shall distribute paychecks to all members of the Fire Department. If payday falls on a holiday, as defined within this agreement, payday shall be the proceeding Wednesday, and distributed in the same manner. All paychecks shall be distributed prior to the end of the normal business day.

Section 5. All full-time employees covered by this Agreement shall receive overtime pay for all hours worked that exceed the employee’s regularly scheduled duty. Hours worked during a prior arranged switch of schedule duty shall not be considered overtime. Hours worked to cover duty of Union Officers, as described in Article 3, Section 1 &2, shall not be considered overtime.

Section 6. All requests for payment of overtime hours worked shall be the sole discretion of the Fire Chief.

Section 7. Overtime pay shall be determined in compliance with the Fair Labor Standards Act (FLSA). The regular annual wage shall be divided by the total scheduled hours of work in one-year period (2712) to determine the regularly hourly wage. The overtime pay shall be computed as follows:

$$\text{Overtime Hours} \times \text{Regular Hourly Rate} \times \text{Time and One-Half (1-1/2)}$$

The Fire Prevention Specialist shall have his overtime calculated based on the total hours in one year of 2080 hours.

Section 8. All full-time employees' compensation for annual rate of pay, for additional training, duties, and responsibilities, for overtime and for callbacks shall be based upon the salary schedules established by this Agreement.

Section 9. Effective as of May 1, 2009 and continuing for the duration of this Agreement, employees shall be permitted to count the hours of their vacations, holidays, personal days and sick leave as "hours worked" for the purpose of determining entitlement to overtime pay, except when the sick leave is taken during the twenty-four (24) hour period prior to scheduled overtime, unless the employee provides the Chief with a physician's statement verifying the legitimate use of sick leave.

Section 10. Bargaining unit members may elect to take compensatory time off in lieu of cash payment of overtime, when an employee works in excess of the hours of work set forth in Article 15, Working Hours, of this Agreement. Compensatory time shall be as follows:

- a. Employees earning compensatory time off may bank their time in their compensatory time bank at the rate of one and one-half (1-1/2) hours for each hour of overtime worked.
- b. The maximum hours an employee may bank in their compensatory time bank shall not exceed four hundred eighty (480) hours. All overtime worked that would be in excess of the four hundred eighty (480) hour limit shall be paid in cash at the regular overtime hourly rate of pay, and no additional hours shall be banked until a reduction from the four hundred eighty (480) hour maximum has been made.
- c. When an employee has worked overtime and wishes to bank compensatory time, the employee shall notify the Fire Chief of the employee's desire to bank compensatory time, and shall determine the amount to be banked. All employees shall be required to reduce to zero hours the amount of their banked compensatory time prior to May 1st of each year of this contract. Payment for the aforementioned compensatory time will be made to each employee prior to May 10th of any such year.

- d. Any employee wishing to receive payment for compensatory time will do so in the following manner.
Employee will complete appropriate compensatory time form.
Employee will turn in appropriate form to the Fire Chief or their designee on or before the 10th day of the month.
 3. No employee shall receive payment for compensatory time accrued in the same pay period.
 4. Employer will arrange payment for the next appropriate payroll cycle.
- e. An employee wishing to use any compensatory time off shall make a request to the Fire Chief prior to the use of the employee's compensatory time off, and time off shall not be unreasonably denied.
- f. Banking of compensatory time off which would create an overtime situation, shall be denied, and payment shall be in cash to the employee.

ARTICLE 17

Call Backs

Section 1. Whenever an employee is called back to work, at a time other than his regular scheduled work hours, he shall be guaranteed a minimum of four (4) hours, at time and one-half (1-1/2). If said call back exceeds beyond four (4) hours, the employee shall receive time and one-half (1-1/2) for all hours, rounded up to the next full hour.

Section 2. Whenever an employee is called back to work on a paid holiday, as defined by Article 21, Holidays, which is not the employee's regular scheduled work hours, he shall be guaranteed a minimum of four (4) hours, at two (2) times the employee's hourly rate of pay. If said call back exceeds beyond four (4) hours, the employee shall receive double time for all hours, rounded up to the next quarter hour.

Section 3. It is understood that any call back, which starts prior to the regular shift and continues into the employee's regular shift, or holdover time worked immediately following the regular shift, shall not be eligible for the minimum as provided in Section 1 above.

Section 4. For the purposes of this Agreement, **HOLDOVER TIME** will be defined as time that an employee is held over his regular shift due to an emergency. Holdover time will be rounded up to the next one-half (1/2) hour, at one and one-half (1-1/2) times his regular wage.

ARTICLE 18

Hospitalization Insurance

Section 1. The Employer agrees to maintain the current hospitalization insurance coverage, including a recently implemented \$150.00 co-pay amount for Emergency Room services on an outpatient basis. The Employer shall maintain the payment of monthly premiums in full. In 17

addition, the employer will provide and pay the premiums for a fifteen thousand dollar (\$15,000.00) life insurance policy for each employee.

Section 2. Prior to the renewal date of the current hospitalization plan, the: Employee Review Committee” shall be convened by the Board of Trustees to review the Current hospitalization plan. This committee shall review the current plan, and shall participate in the preparation of putting out for bids the hospitalization insurance coverage. Two (2) members of Local #2710 shall be on the “Employee Review Committee”. Each Township Department shall be represented in the “Employee Review Committee”. Each Township Department shall be represented in the “Employee Review Committee” and no department shall have more than two (2) representatives. The committee will review all bids and will be involved in any and all discussions with proposed carriers when any presentation is made to the Board of Trustees.

The committee will make any necessary recommendations to the Board of Trustees before the next renewal date. The decision of the committee will be final and binding on the hospitalization insurance coverage for bargaining unit members.

Section 3. Any changes in plan coverage shall be negotiated between the parties, before any changes in coverage occur. Said negotiations shall fall under the provisions set forth under ORC 4117.

ARTICLE 19

Insurance, Operator’s Liability, Malpractice

Section 1. The Employer shall provide continuing insurance coverage for every member of the bargaining unit who is responsible for the operation of Fire and/or Rescue equipment. A copy of any amendments, additions, and/or deletions shall be provided to the Union so that it may be placed on file, within thirty (30) days of the signing of this Agreement.

Section 2. Malpractice insurance for Emergency Medical Technicians (EMTs) and Paramedics (PM’s) shall be maintained. A copy of any amendments, additions, and/or deletions shall be provided to the Union so that it may be placed on file, within thirty (3) days of the signing of this Agreement.

ARTICLE 20

Vacations

Section 1. All full-time employees, who work a 24/48 schedule, shall be entitled to the following vacation schedule:

1 year through completion of 8 years	6 tours
9 years through completion of 15 years	9 tours
16 years through completion of 22 years	12 tours
23 years through completion of 25 years	15 tours
26 years or more	18 tours

All full-time employees who work a 40-hour a week schedule, shall be entitled to the following vacation schedule:

1 year through completion of 8 years	10 tours
9 years through completion of 15 years	15 tours
16 years through completion of 22 years	20 tours
23 years through completion of 25 years	25 tours
26 years or more	30 tours

For this section, a “tour” is defined to be equal to the employee’s regular schedule work assignment (i.e. 24/48 shift – 1 tour is 24 hours, 40 hours/week – 1 tour is 8 hours).

Section 2. Incremental changes in vacation time shall occur after the employee’s anniversary date of hire.

Section 3. The vacation schedule shall be posted for filling date by November 1st of the preceding year. Vacation requests shall be made and scheduled by December 31st of the preceding year. Each employee shall be given one (1) week to post up to a two (2) week choice. This selection will be conducted by seniority on the shift. This list will be rotated to all employees on the shift for each employee’s choice. If any employee fails to post his choice with the Chief during that week, the employee will be dropped to the bottom of the list and will make their selection last. This procedure shall become effective November 1, 2003.

Section 4. Two (2) employees may be allowed off for vacation purposes, if scheduling and operational needs are fulfilled. If two (2) employees schedule their vacations for the same period of time, the employee scheduling the vacation second, in accordance with section 4 of this article, may have his vacation cancelled if scheduling and/or operational needs require additional manpower. Cancellation of vacations under this article shall be for just cause and may be subject to the grievance procedure.

Section 5. Upon an employee’s termination of employment with the Township, the employee is entitled to receive payment for all accumulated but unused vacation leave. Should the employee be deceased, the unused vacation leave shall be paid to the estate of the deceased employee.

Section 6. An employee who commences a vacation during the last week in December, and has said vacation continue into the first week of January of the following year, shall not be considered as carrying over vacation time. No more than one (1) work shift in January will be allowed to be taken as part of the employee’s vacation week commencing in December of the previous year.

ARTICLE 21 Holidays

Section 1. All full-time employees, covered by this Agreement, who have completed six (6) months of continuous service with the Employer, shall be entitled to the following paid holidays:

New Years Day	1 st of January
Martin Luther King Day	3 rd Monday of January
President’s Day	3 rd Monday of February
Memorial Day	4 th Monday of May
Independence Day	4 th of July
Labor Day	1 st Monday of September

Columbus Day	2 nd Monday of October
Veteran's Day	11 th of November
Thanksgiving Day	4 th Thursday of November
Christmas Day	25 th of December

It is understood that no Holiday Pay will be paid to any employee for those holidays, which occur during the first six (6) months of employment.

Section 2. Any eligible employee, who is required to be on duty during any part of the above listed holidays, shall receive compensation for actual hours worked on the holiday, in the form of a compensatory day off. For purposes of this Article, the above listed holidays shall commence at 0800 hours and end at 0800 hours the next following day. Any eligible employee, who is scheduled to work, and works all scheduled hours on any of the holidays listed above, shall receive time and one-half (1-1/2) for all hours worked. If an employee is scheduled to work on the aforementioned holidays, but does not work the hours, shall not be entitled to the time and one-half (1-1/2) compensation. Employees, who are working as fill-ins for off-duty scheduled employees, are not entitled to any extra time and one-half (1-1/2) compensation for hours worked as a fill-in.

Section 3. Any eligible employee, who is not required to be on duty during any part of the above listed holidays, may arrange an alternative day to be off-duty on a regular scheduled duty day.

Section 4. Any employee may choose to receive compensation for any unused holidays at his normal pay per on-duty day. Such pay shall no be subject to pension contributions and shall be paid to the employee not later than January 31st of each year of this Agreement.

Section 5. Two (2) employees may be allowed off on holidays, if scheduling and operational needs are fulfilled. If two (2) employees schedule time off on a "time and one half" holiday (as defined in the second paragraph of Section 2 of this Article), the employee scheduling the holiday second, in accordance with this article, may have his holiday cancelled if scheduling and/or operational needs require additional manpower. Cancellation of a holiday under this article shall be for just cause and may be subject to the grievance procedure.

Section 6. All requests for holiday time off shall be made in writing to the Fire Chief, or to his designee. Such requests for holiday time off shall not be unreasonably denied, with operational needs taken into consideration by the Fire Chief or his designee. Any employee if eligible may use a holiday if he calls in prior to 7:00am on his regular scheduled shift.

Section 7. Employees, who leave the employment of Ashtabula Township, and have unused holidays, can receive compensation for those holidays. In the event of the death of an employee, any unused holidays accumulated prior to death, shall be paid to the employee's estate.

Section 8. All full-time employees are entitled to two (2) personal days per year. An employee must make a written request to his/her immediate supervisor for the use of a personal day. Such requests must be made at least twenty-four (24) hours in advance of the date requested. Supervisors will approve the use of a personal day, provided such use will not cause a need for overtime to maintain the staffing levels needed in the department where the employee works.

Personal day leave use shall be in an eight (8) hour block. All personal days shall be used by the end of each year, with no carryover of any unused personal days. An employee must have completed six (6) months of continuous service with Ashtabula Township, prior to taking any personal day leave.

ARTICLE 22

Trade Time

Section 1. Time exchanges may be voluntarily undertaken between two (2) employees, so long as such exchange does not interfere with the efficient operations of the department.

Section 2. Said exchange shall be documented on a Shift Change Request Form and shall be approved prior to the exchange the employee's immediate supervisor. Any reason for the denial of a shift exchange must be written on the request.

Section 3. No obligation shall be placed upon the Employer for repayment of time voluntarily traded or repaid between employees. Responsibility for arrangement of the repayment of such time rests with the employees involved in said exchange. Employees requesting exchange shall be required to pay back time within three hundred sixty five (365) days.

Section 4. Any employee that does not cover the approved exchange shall be charged the exchanged number of hours from their sick time.

ARTICLE 23

Sick Leave

Section 1. Crediting Sick Leave. Sick leave shall be earned at the rate of six and four tenths (6.4) hours with pay for each completed bi-weekly payroll period of active service status. For those employee's who do not work a 24/48 hour schedule, leave shall be earned at the rate of four and six tenths (4.6) hours with pay for each completed bi-weekly payroll period of active service status.

Section 2. Accumulation of Sick Leave. Unused sick leave for regular full-time employees shall accumulate to an unlimited amount. The capping of accumulated unused sick leave shall remain for purposes of payment of unused sick leave at the time of retirement. (Section 10 of this article)

Section 3. Sick Leave Accumulated During Authorized Absences. Employees absent from work on authorized holidays, sick leave, vacation leave, or on special leave of absence with pay, shall continue to accumulate sick leave at the rate prescribed in Section 1 above, except that the period of accumulation shall not exceed six (6) months.

Section 4 Use of Sick Leave. An employee eligible for sick leave with pay may use sick leave, upon approval of the Fire Chief or his designee, only for absence due to personal illness and/or injury; exposure to contagious diseases which could be communicated to other employees; illness or injury and death in the employee's immediate family; and pregnancy and/or childbirth and other conditions related thereto. Immediate family shall be defined as the employee's spouse and children (including stepchildren residing with the employee) or any other family member upon approval of the Fire Chief.

Section 5. Notification by the Employee. When an employee is unable to work, he shall notify the immediate supervisor no later than one (1) hour before the time the employee is scheduled to report for work. Failure to do so may be cause for denial of sick leave with pay for the period of time absent. Employees shall provide the Fire Chief with a current telephone number that can be used to contact an employee in the event that it is necessary to do so while the employee is on sick leave of absence.

Section 6. Evidence Required for Sick Leave Usage. Each employee absent from work shall furnish the Fire Chief a satisfactory written, signed statement to justify the use of sick leave. Any employee absent from work and using sick leave benefits, for three (3) or more consecutive days, or four (4) days in a two (2) week period, must provide a certification from a licensed physician or psychologist stating the medical attention required to justify the use of sick leave. Falsification of either a sick leave form or a physician's statement shall be grounds for disciplinary action including dismissal. No employee shall engage in any business or other employment while on sick leave. An employee shall be allowed to leave their home for the purpose of seeking medical attention or treatment, purchase prescriptions, physical exercise as prescribed by their physician, or not for other legitimate reasons related to the employee's use of sick leave.

Section 7. Transfer of Sick Leave Credit. An employee, who transfers from one township position, or another public agency in Ohio, shall be credited with the unused balance of his accumulated sick leave, but not in excess of the accrual limit effective for employees.

Section 8. Charging of Sick Leave. Sick leave shall be charged in minimum units of one (1) hour.

Section 9. Disability Leave. The date an employee uses all of his accumulated sick leave shall be considered the said employee's date of termination of employment. The employees may however, have the option of being considered for disability leave. If said leave is granted, the leave shall commence the date sick leave expires and continues for a period of time not to exceed six (6) months. During a disability leave, the employee shall not be entitled to any compensation or fringe benefits and shall not accumulate seniority. Reinstatement following a duly authorized disability shall be in the form of a written statement from a physician or psychologist certifying that the employee's physical or mental condition will enable him to perform his assigned duties

Section 10. Full time employees, with ten (10) or more years of service, who retire from employment with Ashtabula Township, may elect at the time of retirement to be paid in cash for any unused sick leave the employee may have. Such pay out shall be determined by the rate of thirty-five percent (35%) of all unused sick leave, not to exceed one thousand three hundred forty-four (1344) hours of sick leave accumulation, for a total payment of four hundred seventy (470) hours, for shift personnel. For non-shift personnel, such pay out shall be determined by the rate of thirty-five percent (35%) of all unused sick leave, not to exceed nine hundred sixty (960) hours of sick leave accumulation, for a total payment of three hundred thirty-six (336) hours.

Section 11. The employees shall receive a semi-annual report of individual sick leave balance. The Township Clerk for distribution will prepare said report to the bargaining unit.

Section 12. Should an employee be deceased, any accumulated, unused sick leave shall be paid to the deceased employee's estate, pursuant to the provisions of Section 10 of this Article.

ARTICLE 24
On Duty Injury Leave

Section 1. In the event an employee incurs a service-connected injury while in the active discharge of duty, which results in the employee's inability to perform the essential duties of to employee's position, the employee shall receive full pay and benefits for the period of time that the employee is unable to work not to exceed ninety (90) calendar days from the date of injury. The Employer may grant additional injury leave on a case-by-case basis for such additional injury leave time as the injury may warrant.

Section 2. To apply for benefits under Section 1 above, a written application shall be made to the Employer accompanied by a certificate from a registered physician stating that such employee is unable to work and that such disability is the result of or is connected to the duties of such employee. It shall be the duty of the Employer to approve or reject the application, and in doing so, the Employer may require an examination by a registered physician of the Employer's selection. Approval of such leave shall not be unreasonably denied.

Section 3. All employees who are injured while on duty shall follow the procedures set forth in the On Duty Injury Policy posted in the Township Administrative Offices.

Section 4. In the event such on-duty injury is disallowed by the Bureau of Worker's Compensation or the Industrial Commission of Ohio, the employee shall be charged with all time lost from work against his accumulated sick leave, or at the employee's option, the benefits shall be repaid in cash and/or vacation leave. If the employee does not have accumulated sick leave or accumulated vacation leave to cover either all or part of the time off up to and including the fate the claim is disallowed, then the monies paid to the employee by the Employer under this Article shall be repaid by the employee to the Employer by reasonable payroll deduction.

ARTICLE 25
Light Duty Assignment

Section 1. In the event of an injury and/or an illness to a member of the bargaining unit, which could limit him from performing all of his assigned duties, the employee may be placed on a light duty assignment for a period of time not to exceed ninety (90) calendar days.

Section 2. The employee must make a written request to the Fire Chief for a light duty assignment. When making such a request, the employee shall provide signed medical documentation, verifying the employee's injury or illness, which would prevent the employee from performing all his assigned duties. The Fire Chief shall review the documentation and verify al information submitted. If there is a question as to the nature of the injury or illness, the Fire Chief may schedule an examination of the employee by a physician of the Employer's choice.

Section 3. Light duty assignment may include, but not limited to the following duties:

1. Assist with fire investigations;
2. Pre-fire planning;
3. Assist in developing and presenting training programs;

4. Filing of departmental records and medical billings;
5. Assist in dispatching and related duties;
6. Hydrant maintenance; and,
7. Clean and maintain fire station facilities; grounds; equipment and apparatus.
8. Fire Safety Inspections

Section 4. Once an employee has been medically cleared to return to duty, the employee will be returned to the employee's previous assignment prior to being placed on a light duty assignment.

Section 5. A request for light duty assignment shall not be unreasonably denied.

ARTICLE 26

Leave of Absence Without Pay

Section 1. The Employer may grant a leave of absence without pay to a full-time employee covered by this Agreement in accordance with the rules set forth in this article and appropriate rules of the Employer.

- A. Full-time employees who have served at least one (1) year with the Ashtabula Township Fire Department, may be granted a personal leave of absence with out pay for a period not to exceed thirty (30) consecutive days in one (1) year.
- B. Full-time employees who have three (3) or more years of continuous service with the Ashtabula Township Fire Department may be granted a leave of absence without pay for a period not to exceed thirty (30) consecutive days in one (1) year.
 - A. The employee is physically incapacitated in which case a registered physician shall furnish the Employer with a statement confirming that fact.
- C. No approved leaves of absence without pay may be applied to extend any paid leave such as vacation or holiday leave.

Section 2. Authorization for Leave. The authorization of a leave without pay is a matter of management discretion. The Employer, or his designee shall decide in each individual case if a leave of absence is to be granted within the limitations of the appropriate rules of the Employer. A leave of absence shall be requested and authorized on a form designated by the Employer. All requests for leaves of absences without pay must be applied for thirty (30) days prior to the commencement of the desired leave.

Section 3. Reinstatement from Leave. A. Upon completion of a leave of absence, the employee is to be returned to the position formerly occupied. Any replacement in the position while the employee is on leave is to be on a temporary basis. If an employee fails to return to work after the expiration of any authorized leave of absence without pay, he shall automatically be considered as having resigned his position.

B. An employee may be returned to work before the scheduled expiration of leave the employee submits such requests in writing and such requests is agreed to by the Employer.

C. An approved authorized leave of absence without pay does not constitute a break in continuous service, provided the employee follows the proper procedure for such leaves and returns to active service immediately following the expiration of the approved leave.

Section 4. Unauthorized Leave of Absence. Any employee who commences a personal leave of absence without obtaining prior authorized approval, as stated in this Article, shall be subject to the disciplinary procedure.

Section 5. Sick Leave and Vacation Credit. An employee on leave of absence without pay does not earn sick leave or vacation credits. However, the time spent on authorized leave of absence is to be counted in determining the length of service for purposes of extended vacation eligibility or other purposes where tenure is a factor, provided the employee returns to work from such leave.

Section 6. Abuse of Leave. If it is determined that an employee is abusing the leave of absence and not actually using it for the purpose specified, the Employer may cancel the leave and require the employee to report for duty, or the employee shall be subjected to the disciplinary procedure.

Section 7. Failure to Return from Leave of Absence. An employee who fails to return to duty within three (3) days of the completion of a leave of absence, without reporting to the Employer or his designee, shall automatically be considered as having resigned his position.

ARTICLE 27 Bereavement Leave

Section 1. Each employee, who works the 24/48-shift schedule, shall be granted three (3), twenty-four (24) hours days off with pay, if needed, for the occurrence of a death within the employee's immediate family. Employees who work an eight (8) hour shift day, shall be granted five (5) consecutive, eight (8) hour days off with pay, if needed, for the occurrence of a death within the employee's immediate family. Employees will attempt to give advance notice to the Fire Chief (or his designee) for the use of bereavement leave. However, when advance notice is not possible, a phone call to the Officer-On-Duty is required as soon as possible.

Section 2. If additional time for bereavement leave is needed, the employee may use up two (2) days off, with pay, chargeable to the employee's sick leave. Any additional time off needed, in excess of the time allowed in Sections 1&2 above, may be requested from the Fire Chief for his approval.

Section 3. For this Article, "Immediate Family" shall be defined as follows: Spouse, Children, Stepchildren; Parents and Stepparents; Mother/Father-in-law; Grandparents; Brother; Sister-in-law; legal guardian; or any other family member, upon approval of the Fire Chief.

Section 4. Any paid time off shall include the day of the funeral.

ARTICLE 28 Vacancy, Promotion and Transfer

Section 1. The parties agree that all appointments to positions covered by this Agreement, other than original appointments, shall be filled in accordance with this Agreement.

Section 2. Whenever the Employer creates a new position, or determines that a permanent vacancy exists, a notice of such position or vacancy shall be posted on the employee's bulletin board for seven (7) calendar days. During the posting period, members of the bargaining unit eligible to apply to the new or vacant position shall do so by submitting a written application to the Employer. If at the end of the posting no employee(s) from the bargaining unit have submitted a written application for the new or vacant position, the Employer then shall post and accept written applications from anyone eligible to apply for the new or vacant position. The Employer shall not be obligated to consider any applications submitted after the posting date or who do not meet the minimum qualifications of the job.

Section 3. Nothing in this Article shall be construed to limit or prevent the Employer from temporarily filling a vacant position, pending the Employer's determination to fill the vacancy on a permanent basis.

Section 4. All timely-filed applications shall be reviewed considering the following criteria: qualifications; experience; abilities; education; work record; previous job performance; disciplinary record; and physical and mental capabilities.

Section 5. Once the selection has been made, the Employer will notify all applicants of the selection.

Section 6. Promotional selections shall be based upon the employee scoring the highest composite score on a battery of examinations. The examinations shall include the following:

- Written examination conducted by an outside agency
- Interview process with outside agency conducting the testing
- A review of the personnel record, including but not limited to, performance evaluations, commendations, disciplinary action, etc.

The employer shall purchase any relevant promotional exam study guides/books prior to the promotional examination, in which employees may review in preparation for the examination. Such study guides/books shall remain the property of the employer and shall remain on the employer's premises.

The above shall be scored in the following manner:

- | | |
|--|-------------------|
| - Written exam (score of 70 must be attained): | 60% of test score |
| - Joint interview | 30 points |
| - Personnel record | 10 points |

The ranking of the candidates who have successfully completed all portions of the promotional examination process, shall be posted for a period of five (5) days in the fire department. The employer shall appoint the candidate with the highest composite score. The list shall be valid for eighteen (18) months from the date of posting.

Section 7. The employer shall post the promotional date and the list of study guides/books, ninety (90) calendar days prior to the date of the promotional examination.

ARTICLE 29
Labor/Management Committee

Section 1. In the interest of sound departmental labor relations, there shall be a Labor/Management Committee consisting of two (2) representatives of the Employer, one who shall be the Chief of the Fire Department, and three (3) designated and one(1) alternate member of IAFF Local #2710. The purpose of the Labor/Management Committee is to facilitate an improved labor-management relationship by providing a forum for the discussions of mutual concerns and problems. Such discussions may include, but not limited to, new departmental programs; modifications of departmental programs, which could have an impact on, work schedules, duties and safety concerns; and departmental rules and regulations.

Section 2. In the case of the absence of the Fire Chief, the Assistant Chief will represent the Fire Chief.

Section 3. There shall be an annual Labor/Management Committee meeting, scheduled in the first quarter of each year. Either party's representatives shall schedule additional meeting not more than ten (10) days from a written request. This meeting will be held within ten (10) days from the time of the request.

Section 4. The alternate committee member of Local #2710 shall keep written minutes of said meetings. Within five (5) business days of any meeting, a copy of the meeting minutes shall be transmitted to the Fire Chief, the Assistant Fire Chief, and the Union President. The Fire Chief and the Union President shall sign the minutes to certify the accuracy of the minutes.

Section 5. Representatives of Local #2710 who would be on duty for a Labor/Management Committee meeting shall not lose any pay or benefits for meetings mutually scheduled during their duty hours.

Section 6. The Employer and the Union have agreed to co-author a drug and alcohol free workplace policy through the efforts of the Labor/Management Committee. The parties have also agreed to utilize the Labor/Management Committee to discuss the potential benefit of (a) modifying the hours of the Fire Prevention Specialist/Paramedic position, and (b) the use of a Utility Firefighter/Medic employee.

ARTICLE 30
Health and Safety

Section 1. A. Safety must be a prime concern and responsibility of both parties. Therefore, the Employer accepts the responsibility to attempt to provide safe working conditions, and establish safe working practices for his employees.

B. The employee(s) accepts the responsibility to maintain his tools, equipment and work area in a safe and proper manner, and accepts the responsibility to follow all safety rules and safe working methods of the Employer.

Section 2. A. All unsafe working conditions must be reported by the employee in writing to the employee's immediate supervisor in charge within twenty-four (24) hours of the time such unsafe working conditions became apparent.

B. The supervisor will investigate all written reports of unsafe working conditions and within twenty-four (24) hours attempt to correct any which are found. The supervisor shall be responsible for ensuring that his employees follow all safety rules and safe working methods.

C. The supervisor will notify, in writing, the employee who alleges unsafe working conditions of any corrections, which have been made.

Section 3. A. The supervisor will report to the Chief in writing, the alleged unsafe working condition. This report shall contain any corrections that need to be done.

B. In cases of unsafe condition that requires major work for correction or possible need to change the working methods, the Health and Safety Committee will recommend a correction and forward said recommendation in writing to the Safety Officer for his review and consideration. The safety Officer will then forward his recommendation in writing to the Chief for the Chief's implementation.

C. The Employer will be ultimately responsible for uncorrected conditions.

ARTICLE 31

Uniforms

Section 1. Ashtabula Township Board of Trustees, through the Fire Chief shall provide all uniforms, turnout gear, and equipment to all members of the Ashtabula Township Fire Department, covered by this agreement. The Employer shall in that capacity, have the authority to determine the number of uniforms and amount and type of equipment required to be maintained by each member of the Fire Department.

Section 2. The Employer shall furnish initial issue uniform items, or comparable items as determined by the Employer, to all employees as soon as possible after original appointment to the Ashtabula Township Fire Department.

Section 3. The Employer shall replace such uniform and equipment items found necessary upon the Employer's inspection and approval, with replacement to be at the Employer's expense.

Section 4. Uniforms and/or equipment damaged or lost through an employee's negligence or wrongdoing shall be replaced at the employee's expense.

ARTICLE 32
Training

Section 1. When the Fire Chief requires and schedules employees for mandated training, such as EMT-A and Paramedic refresher courses, which are required to maintain employee certification, said training shall be compensable, if the employee must attend the training on the employee's off-duty time. If the employee attends the training sessions while on duty, there will be no compensation due to the employee.

Section 2. If the employee is to be compensated for time spent in training, as outlined in Section 1 above, compensation shall be at one and one-half (1-1/2) times the employee's regular hourly rate of pay. Employees, who are on duty and in a mandatory training class, as outlined in Section 1 above, shall be compensated at the employee's regular rate of pay, with no additional compensation to the employee.

ARTICLE 33
Manpower Levels

Section 1. It is agreed that there shall be at all times a minimum of not less than three (3) full-time Ashtabula Township (Fire Fighters Local #2710 members) on duty for a twenty-four (24) hour tour to be available for a first alarm response. The Fire Chief (and/or Assistant Fire Chief) shall be excluded from fulfilling the requirements of this Article.

Section 2. When manpower levels drop below the required minimum by one (1) man as set forth in Section 1, due to an employee's failure to report to duty for any reason, a full-time fire fighter shall be called in from off-duty and compensated for such overtime hours.

Section 3. The Chief shall determine who will be called in, pursuant to Section 2; the Chief shall follow the procedure prescribed in the Ashtabula Township Fire Department's Rules and Regulations in determining who shall be called in for overtime hours.

ARTICLE 34
Prevailing Rights

Section 1. The rights, privileges and working conditions of the employees are the same as specified in this Agreement, shall remain in force, (as this Agreement provides) during the term of the Agreement, unless changed by mutual, written consent.

ARTICLE 35
Rules & Regulations and Policy & Procedures

Section 1. It is understood and agreed that the Employer has the authority to promulgate reasonable work rules, regulations, policies, procedures, and directives to regulate the conduct of the employees whenever possible. The Union agrees that its members shall comply with all Fire Department rules, regulations, policies, procedures and directives promulgated by the Employer, including those relating to conduct and work performance.

Section 2. All matters mentioned in Section 1 above will be reduced in writing and made available to all employees. One (1) copy of said rules and regulations, and policy and procedures, shall be furnished to Local #2710.

Section 3. Any additions, deletions, or amendments to said rules and regulations or policy and procedures which have been previously provided shall be furnished to the employees and Local #2710 no later than ten (10) days after any change is made.

Section 4. Such rules, regulations, policies, procedures and directives shall not be inconsistent with this Agreement.

ARTICLE 36
Savings Clause

Section 1. This Agreement shall supersede any present and future State and Local laws, along with any applicable rules and regulations, and the invalidity of any provisions of this Agreement by reason of any such existing or future law or rule or regulation, shall not affect the validity of the surviving portions.

Section 2. If the enactment of legislation, or a determination by a court of final and competent jurisdiction (whether in a proceeding between the parties or in one not between the parties) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not affect the validity of the surviving portions of this Agreement, which shall remain in full force and effect as if such invalid portion thereof had not been included herein.

Section 3. If in the event any provision herein is so rendered invalid, upon written request of either party hereto, the Employer and the IAFF shall meet within thirty (30) days for the purpose of negotiating a satisfactory replacement for such provision.

Section 4. Any negotiated change must be reduced in writing and signed by both parties to be effective and incorporated into this Agreement.

ARTICLE 37
Successor Agreement

Section 1. This agreement shall be binding upon the successor and assigns of the parties hereto, and no provisions, terms or obligations herein contained, shall be affected, modified, altered or changed in any respect whatsoever by the consolidation, merger, annexation, transfer or assignment of either party hereto, or by any change geographically or otherwise in the location, or place of business of either party hereto.

ARTICLE 38
Duration of Agreement

Section 1. This Agreement shall be retroactive and effective as of May 1, 2009 and shall remain in full force and effect until April 30, 2012, unless otherwise terminated or reopened as provided herein. The parties have agreed to a contract re-opener for the sole purpose of negotiating the wage schedule for May 1, 2010 and May 1, 2011 of this Agreement. The parties have agreed to commence the re-opener negotiations as soon as possible after March 1, 2010 and March 1, 2011.

Section 2. If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) days, nor later than ninety (90) days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt. The parties shall commence negotiations within two (2) weeks upon receipt of the notice of intent.

Section 3. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The provisions of this Agreement constitute the entire agreement between the Employer and the Union, and all prior agreement, either oral or written, is hereby canceled. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unequivocally waives the right and agrees that the other shall not be obligated to bargain collectively or individually with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matter may not have been within the knowledge of either party or both parties at the time they negotiated or signed this Agreement.

Section 4. This Agreement shall remain in full force and effect during the period of negotiations for a new agreement.

Section 5. Should either party wish to amend or modify any of the provisions of this Agreement at a time other than provided for in the Article, or Article 34, Savings Clause, such proposed amendment or modification shall be only by written mutual consent of the parties.

SIGNATURE PAGE

This Agreement is signed and executed this 30 day of April 2009, and shall continue in full force and effect until April 30, 2012.

ASHTABULA TOWNSHIP TRUSTEES

IAFF LOCAL #2710



Sam Bucci, Trustee
Ashtabula Township



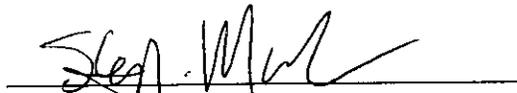
Chad Wilms
IAFF Local #2710



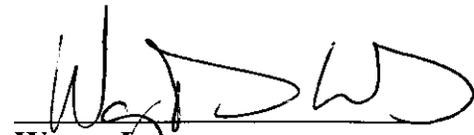
Joseph J. Pete, Trustee
Ashtabula Township



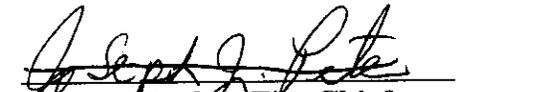
Michael DeFazio
IAFF Local #2710



Steve McClure, Trustee
Ashtabula Township



Wayne Lomas
IAFF Local #2710



Michael Fitchet, Fire Chief
Ashtabula Township Fire Department




Jim Ettinger
IAFF Local # 2710